

Inland Steel Company, Employer and United Steelworkers of America, AFL-CIO-CLC, Petitioner. Case 13-RC-18465

September 18, 1992

ORDER DENYING REVIEW

BY MEMBERS DEVANEY, OVIATT, AND
RAUDABAUGH

The Board has delegated its authority in this proceeding to a three-member panel, which has considered the Employer's request for review of the Acting Regional Director's Decision and Direction of Election (pertinent portions are attached). The request for review is denied as it raises no substantial issues¹ warranting review.²

¹ The only issues on which the Employer seeks review are whether the Acting Regional Director erred in: including Medical Clinic employees within the unit; not excluding the Employer's Emergency Medical Service employees as guards within the meaning of Sec. 9(b)(3) of the Act; not excluding several groups of employees as confidential employees; and not excluding employees Abate and Ignas as supervisors within the meaning of Sec. 2(11) of the Act.

² In denying review, the Board notes that with respect to the security technician, the Employer asserts only that the Acting Regional Director applied an inappropriate standard. The Employer takes no position on the status of this individual. Because the Board concludes that the Acting Regional Director did not err in the standard he applied, the Board affirms the Regional Director's conclusion. The Employer has waived any rights to contest this employee's status on the merits. Inland Steel Company

APPENDIX

BACKGROUND:

The Employer's employees working at its main facility, the Indiana Harbor Works (hereinafter sometimes referred to as "IHW") are the subject of the instant petition. The Employer's Indiana Harbor Works is located in East Chicago, Indiana. The Employer is the largest integrated steel manufacturing site in the United States in terms of employment, it is the fourth largest steel manufacturing company in the United States. The Employer's hourly paid production and maintenance employees (with the exception of the brick masons who are separately represented) are currently represented by the Petitioner, United Steelworkers (USWA) Local 1010, and are covered by an existing collective bargaining agreement. This collective bargaining relationship has existed for over fifty years.

The Petitioner in its petition seeks to represent a unit of all full and regular part-time non-exempt salaried employees employed by the Employer at its East Chicago, Indiana facilities, including but not limited to clerical employees, technical employees, clinic employees, accounting employees, schedulers and in-plant clericals and excluding all temporary employees, coop employees, Luria Brothers Scrap Yard employees, Burnham Trucking employees, managers, exempt employees, confidential employees, professional employees, guards and supervisors as defined in the Act.

STIPULATIONS:

At the hearing, the parties stipulated and I find that the Employer's eligible non-exempt salaried employees employed by the Employer at its facilities located at IHW, at 1414 Field Street, Hammond, Indiana; the Cline Avenue Warehouse located at Fulton and 15th Street in Gary, Indiana; at 3493 E. 83rd Place in Merrillville, Indiana; and at 30 W. Monroe Street, Chicago, Illinois should be included in any unit determined to be appropriate.

At the hearing, the parties stipulated to exclude the following groups of employees. Based upon the parties' agreement, I find that the following groups of employees should be excluded from the unit:

- a. Nonexempt salaried employees of Inland Steel Industries, Inc.;
- b. Nonexempt salaried employees of the Process Automation Department;
- c. Employees of independent contractors;
- d. Cooperative student employees;
- e. Employees of Magnetics International Company located at 1111 State Road, 149 Burns Harbor, Indiana;
- f. Employees of Luria Brothers Scrap Yard Company;
- g. Employees of Burnham Trucking Company;
- h. Employees of Inland Steel Mining Company located in Minnesota;
- i. Employees of I/N Tek and I/N Kote, located in New Carlisle, Indiana;
- j. All salaried employees who work on the Employer's four ore vessels which operate on the Great Lakes and who are represented by other labor organizations;
- k. All exempt salaried employees of Inland Steel Company;
- l. All nonexempt salaried employees of the Inland Steel Inland Steel Company Flat Products Company Marketing and Sales Department employed in St. Louis Missouri, Birmingham Alabama and Detroit Michigan;
- m. Confidential employees listed on Appendix I, attached hereto and found in the record as Employer's Exhibit 1;
- n. Five Industrial Relations and Training/Personnel Services Department employees stipulated to be confidential, specifically: Kathleen Draus, Michelle Flores, Kathy Pokrajac, Roberta Gonzalez and Angela Hoover;
- o. Larry Doyle, a nonexempt salaried Coordinating Specialist in the Protection Services Section of the Industrial Relations Department whom the parties stipulated and I find to be a guard within the meaning of the Act;
- p. Registered nurses in the Employer's medical clinic.

At the hearing, the Employer took the position that non-exempt salaried employees working in the Research and Development Department should not be included in any unit found appropriate. In its brief, however, the Employer now agrees with Petitioner that non-exempt salaried employees within the Research and Development Department share a significant community of interest with the other non-exempt

salaried employees of the Employer and should, therefore be included in any unit found to be appropriate. Inasmuch as record evidence supports the parties' position, I find that non-exempt salaried employees within the Research and Development Department are properly included in the unit.

At the hearing, the Employer raised the issue but took no position on whether the scope of the appropriate unit should include employees in both the Flat Products Division and the Inland Steel Bar Company Division. However, in its brief, the Employer, again in agreement with the Petitioner, agrees that a single unit of Inland Steel Company employees comprised of employees in both divisions should be included in any unit found appropriate. Inasmuch as the record supports the parties' position, I find that a single unit of Inland Steel Company employees is appropriate.

TECHNICIANS:

Although the Employer at the hearing raised the issue of whether technical employees should be included in a unit with clerical employees in light of the Board's decision in *Sheffield Corp.*, 134 NLRB 1101 (1961), in its brief, the Employer now further agrees with the Petitioner that any unit determined to be appropriate should include certain non-exempt salaried technical employees, except those technical employees described below, and those employees of the Process Automation Department which both parties stipulated to exclude. Record evidence and Board lawfully support this position.

The Board in *Sheffield*, *supra*, held that inclusion of technical employees would be determined based on community of interest standards and looked at factors including the desires of the parties, history of bargaining, similarity of skills and job functions, common supervision, contact and/or interchange with other employees, similarity of working conditions, type of industry, organization of plant, whether the technical employees work in separately controlled areas and whether any union seeks to represent technical employees separately. Using this analysis, record evidence shows that both employees classified as clerical and technical share a strong community of interest and should therefore be included in the same unit.

Thus, undisputed record evidence demonstrates that the salaries of all salaried employees are based on the Hays Point System. Additionally all salaried employees receive an identical package of fringe benefits, generally work the same hours, work in the same general areas, are subject to the same policies and procedures handbooks, are subject to the same seniority system, have some interaction with one another and were hired in the same manner. These factors support inclusion of both groups in the same unit. See e.g. *Livingstone College*, 290 NLRB 304 (1988); *American Motors Corp.*, 206 NLRB 287 (1973); *Siemens Corp.*, 224 NLRB 1579 (1976); *Budd Co.*, 136 NLRB 1153 (1962).

While there appears to be only some similarity between the job skills and functions of the Employer's clerical and technical employees, the record reveals that these non-exempt salaried employees perform a wide variety of duties requiring many different skills, ranging from metallurgical and chemical testing to use of computer software and hardware, from secretarial functions to inventory control. Additionally record evidence shows that certain prerequisites for being hired into either a clerical or technical position, such as edu-

cational requirements or work experience, are similar and further, that many job skills are acquired through on-the-job training and/or Employer paid seminars and courses. Record evidence further establishes that employees in one classification could and have transferred to positions in other classifications given the appropriate training. These similarities in training and educational skills coupled with some overlap of job functions further enhance the parties' position to include both groups in the same unit.

Finally, while there is no history of bargaining involving any of the employees in the petitioned for unit, the Petitioner represents the hourly paid employees of the employer in a single production and maintenance unit at IHW, record evidence shows that identical units combining clerical and technical employees exist in similarly structured companies within the steel industry, no other union has sought to separately represent technical employees and both parties are in agreement to include technical and clerical employees in the same unit. In light of the foregoing, I find that a unit including both the Employer's technical and clerical employees is appropriate. Technical job classifications within this unit include Expeditors, Product Control Technicians, Process Control Technicians, Draftsmen/Design Technicians, Information Control Technicians, Computer Technicians, Data Technicians, and Accounting Systems Technicians.

Although the Employer agrees that clerical and technical employees are properly included in the same unit, the Employer maintains that the following technical job classifications should be excluded from that unit: Senior Technicians, Technicians and Associate Technicians in the #7 Blast Furnace, Senior Command Center Technicians and Command Center Technicians in the #2 BOF/CC, and Rollers in the #4 Slabbing Mill. The Employer maintains that these employees do not share a sufficient community of interest with other employees in the proposed bargaining unit inasmuch as they work in separate areas from other employees in the petitioned for unit, are separately supervised, perform different job functions, share little employee interchange and possess more highly specialized and specific training than other employees in the petitioned for unit. Contrary to the Employer's position, however, record evidence shows that these technicians share a sufficient community of interest with the rest of the petitioned for unit to be included in that unit.

Record evidence shows that these employees receive identical fringe benefits, are evaluated and rated under the Hays Point System, are subject to the identical policies and procedures, are subject to the same wage structure, are subject to the identical seniority system and work in the same general areas as other employees in the petitioned-for unit. These similarities in working conditions, and specifically the common salary and benefit structure, outweigh any lesser variances in supervision or specific work location especially in view of the fact that record evidence shows that individual supervision throughout the Employer's organization varies. Record evidence further shows that employee interaction and interchange within the proposed unit is likewise varied. Significantly, however, record evidence shows that employees have the opportunity and in fact regularly move into better paying jobs through training and the use of the Employer's Access program. Thus, I find that record evidence demonstrates that these technical job classifications share a sig-

nificant community of interest sufficient to be included within the petitioned for unit.

MEDICAL CLINIC EMPLOYEES:

The Employer further maintains that employees of the medical clinic should be excluded from the unit. These employees include the Emergency Medical Service employees (hereinafter collectively referred to as "EMS") comprised of Paramedics and Emergency Medical Technicians; the Laboratory Technicians and Medical Clerks. The Petitioner maintains that these employees are properly included in the unit.

The Employer's medical clinic provides on-site emergency medical care for employees injured on the job. EMS employees provide ambulance services to employees injured on the job by transporting them to the clinic. Additionally, EMS employees perform fitness to work evaluations when there is a question of an employee's possible impairment due to drugs or alcohol, and conduct physical exams of employees as required by governmental regulations or the Employer, such as during pre-employment screenings. The clinic also provides laboratory, industrial hygiene and x-ray work in support of those services. Industrial hygiene work involves testing air samples from various departments in the mill to ensure compliance with state and federal safety standards. The clinic has no beds for overnight care, nor does the clinic perform any fee-for-service work for the general public. Inasmuch as record evidence establishes that the Employer's clinic is a nonacute health care facility, the clinic continues to be governed by the traditional community of interest test with respect to unit issues, rather than the Board's recent health care rules. See *Child's Hospital, et al.*, 307 NLRB No. 14 (April 15, 1992); *Park Manor Care Center*, 305 NLRB 872 (1991).

Applying the traditional community of interest standard, undisputed record evidence shows that employees working at the medical clinic are subject to the identical wage structure system (the Hays Point System), receive the same fringe benefits, are subject to the same seniority system, have identical access to the Employer's Access program, work similar hours, and are subject to the same policies and procedures as the other employees in the petitioned-for unit. The Employer argues that medical clinic employees are subject to special policies and procedures unique to the clinic; however, record evidence shows that employees throughout the Employer's operations are subject to the specific policies and procedures unique to each of the various departments in which they work as well as overall policies and procedures common to all employees working for the Employer. Further, the medical Clinic is subject to the Employer's overall centralized administration which has common control over the Employer's entire spectrum of labor relations. The medical clinic is funded and budgeted by Inland Steel Company. Additionally, the clinic itself is housed in the West Annex of the Inland Steel Administrative Building located at IHW. The clinic and the services performed by the employees assigned to work there are provided primarily for the benefit of other employees working at the Employer's facilities. Based upon the foregoing, record evidence establishes that employees at the medical clinic share a community of interest sufficient to be included in the petitioned-for unit.

Both the Paramedics and Emergency Medical Technicians are certified by the State of Indiana to provide advanced life support. Medical clinic Lab Technicians and X-ray Technicians are also subject to state certification procedures. The Employer argues that these EMS employees, medical clinic Lab Technicians and X-ray Technicians do not share a community of interest with the petitioned for unit because of this specialized training and licensing requirement. Contrary to the Employer's position, record evidence shows that training and licensing requirements vary throughout the Employer's operations among employee job classifications classified as "non-exempt salaried," the subject of this petition. Thus, record evidence shows that other employees who have already been found to be properly included in the unit are similarly required to undergo a certification procedure, such as the Environmental Compliance Technicians who are required to attend a state certified training program which includes a certification procedure mandated by statute, and Draftsmen who are required to have a two year vocational mechanical drawing certificate.

The Employer further argues that clinic employees are separately supervised by medical professional employees, that the interchange of employees between the clinic and other departments in the mill is infrequent, and the requisite skills and qualifications for employment in the clinic are significantly different from those required by other departments in support of its position to exclude these employees from the bargaining unit.

As was the case in the previous discussion regarding the exclusion of certain technical positions in the petitioned for unit, record evidence Shows that individual supervision throughout the Employer's organization varies. As is the case in the medical clinic, record evidence shows that each of the Employer's various departments has separate immediate supervision, however overall operations are centrally administered. Further, as previously discussed, similarities in working conditions between medical clinic employees and employees in the petitioned for unit, specifically the common salary and benefit structure, outweigh any lesser variances in supervision or specific work location and work tasks. With regard to work location, the clinic itself is housed in the West Annex in the Employer's Administration building. This building also houses other mill employees and is physically located near the Number 2 plant at the Employer's IHW location. Thus, this facility is not far removed from the remainder of the Employer's operations.

With regard to employee interchange, undisputed record evidence again shows that employees from throughout the plant have the opportunity to fill vacancies in the clinic and medical clinic employees have the opportunity to fill vacancies throughout the plant via the Employer's Access Program. Record evidence show that both Drivers (currently the EMS employees), and Medical Records Clerks have transferred into the clinic via the Access Program. Similarly, record evidence shows that other employees have transferred out of the clinic into other positions within the company, such as in the case of an employee who transferred into the Health and Safety section of the Environmental Health and Safety Department from the medical clinic. Further, record evidence shows that there is daily contact between medical clinic personnel and plant employees either in their capacity of providing emergency ambulance services or other testing or medi-

cal services to employees in need thereof at the clinic. Additionally, record evidence shows that lab Technicians charged with the responsibility of performing industrial hygiene testing must of necessity come in contact with employees working throughout the plant in the areas from which samples for testing are collected. Thus, record evidence shows, contrary to the Employer's position, that medical clinic employees have regular interaction with employees throughout the Employer's operations.

In support of its position to exclude these employees, the Employer cites several cases, each of which are inapposite to the instant facts. Thus, in *Roman Catholic Archdiocese of Baltimore*, 216 NLRB 249 (1975), cited by the Employer, nurses were excluded from a unit of faculty members since their training, skills and duties were unrelated to those of the faculty members and their compensation and benefits were determined on a different basis, unlike the instant case where compensation and fringe benefits of employees working both at the clinic and within the mill itself are determined on an identical basis. Additionally, while the nurses' duties in the above-cited case were found to be unrelated to those of the faculty members inasmuch as those nurses were not responsible for teaching duties, record evidence shows that the duties of medical clinic employees, while not directly related to the steel production process, are an integral part of the employer's overall integrated and varied operations. Thus, record evidence shows that the Employer's Lab Technicians are responsible for performing industrial hygiene tests to ensure compliance among the Employer's various departments with state and federal guidelines. Additionally, EMS employees are responsible for performing pre-employment health exams, as well as fitness to work exams exclusively for the Employer's personnel. Successful test results from these exams are required for continued employment at the mill. Finally, both parties in the instant case have stipulated to exclude nurses working in the medical clinic from any unit found appropriate. Thus, the only remaining medical clinic employees at issue are the EMS employees, technicians and clericals who, as discussed above, share a significant community of interest with the other employees in the petitioned for unit.

The Employer also cites *Goddard College*, 216 NLRB 457 (1975) in support of its argument to exclude medical clinic employees from the bargaining unit. In *Goddard College*, the nurses which were excluded from the bargaining unit had been hired under separate contracts which—provided for different working hours, wages and benefits than those of the faculty. Additionally, the nurses' work was confined to providing health care services and were unrelated to teaching. This case is inapposite to the instant situation for the reasons previously noted.

The Employer further argues that even if the medical clinic as a whole is not excluded from the appropriate unit, EMS personnel, Lab Technicians and Medical Clerks must be excluded as confidential employees. This issue will we further discussed below.

GUARDS:

Finally, the Employer argues that even if the medical clinic as a group is not excluded from the appropriate unit, EMS personnel (Paramedics and Emergency Medical Technicians) must be excluded because they are guards under the Act. In

support of this position, the Employer argues that FMS employees work closely with plant security personnel and perform some of the traditional functions of plant security. The Employer notes that EMS employees stay tuned to the same radio frequency as other plant protection employees, wear uniforms comparable to those worn by plant protection employees, work along side of plant protection employees both on a daily basis and in emergency situations and are charged with assisting plant security in emergency situations with crowd control functions. The Employer further argues that EMS employees are responsible for administering fitness to work examinations and have the authority to send home, for the balance of their shift, employees who fail this exam.

In support of its position the Employer cites *Burns Security Services v. NLRB*, 942 F.2d 519 (8th Cir. 1991) in which the 8th Circuit Court of Appeals refused to enforce the Board's order which had found that industrial firefighters were not guards within the meaning of the Act. On review the court applied a broader standard than that applied by the Board and found that these firefighters were guards inasmuch as they were responsible for enforcing significant safety rules, initiated enforcement proceedings against rules violators via written reports and were required to testify if necessary in grievance arbitration hearings. Thus, the Employer in the instant case argues that, especially in light of the fact that EMS employees have the responsibility to administer fitness to work tests and subsequent authority to send employees home for failing that test, these employees are guards under the Act and must be excluded from any unit found appropriate.

The Board holds that to qualify as a guard under Section 9(b)(3) of the Act, employees must perform security functions involving the protection of an employer's property, as an essential part of their duties and those security functions must encompass traditional police and plant security functions as a major and continual part of their job duties. See e.g. *M. K. Morse Co.*, 302 NLRB 924 (1991); *Hoffman Security, Ltd.*, 302 NLRB 922 (1991); *Burns Security Services*, 300 NLRB 298 (1990) (hereafter referred to as "BPS"). Under Board law, the Employer's EMS employees do not constitute guards within the meaning of the Act. Record evidence shows that EMS employees' job duties primarily involve driving the ambulance and providing emergency medical services to employees. EMS employees do not make periodic rounds, but only respond to emergency calls. Record testimony establishes that these employees watch television while waiting for emergency calls and have no patrol duties. Further, record evidence establishes that these clinic employees do not normally perform guard duties and guard duties are not interchangeable with EMS duties. In response to the Employer's contention that EMS employees work along side plant protection employees both on a daily basis and in emergency situations, record evidence shows that plant protection employees are automatically notified and required to accompany EMS employees to the site of an in-plant emergency. Once on the scene EMS employees perform their duties related to emergency treatment and transport of the sick or injured back to the clinic. They do not perform plant protection duties. With regard to emergency situations, the Employer itself provided evidence that major emergency situations, such as explosions occur only infrequently, perhaps every two to three years and in the case of such emergencies

not only would EMS personnel be expected to assist plant protection services, but so too would employees in the area, including managerial and bargaining unit employees. Record evidence shows that EMS employees do not perform any traditional plant security or protection functions and are not, therefore, guards within the meaning of the Act.

EMS employees are required to give fitness tests to employees suspected of intoxication on the job. EMS employees do not, however, initiate these tests, but rather the process is initiated by supervisors observing erratic behavior by an employee who then submits that employee to the medical clinic for testing. If an employee fails this test, EMS employees are required to send the employee home for the balance of the shift. Record evidence further shows that this fitness testing is only one component of many job duties performed by EMS employees. This is not the type of regular rule enforcement recognized as a factor by the Board in finding guard status under the Act. See e.g. *BPS*, supra; *Hoffman Security, Ltd.*, supra.

In any event, the Employer's reliance on the 8th Circuit's ruling in *BPS* is misplaced. That case is distinguishable from the instant case inasmuch the firefighters found to be guards by the court worked for a security service company which provided both fire protection and security and protection services to the Bethlehem steel plant. In this regard the firefighters received the same orientation program as the security guards. Additionally, the firefighters were required to be registered as private detectives by the state. As a part of their job duties, these firefighters were required to regularly report fire code and/or safety infractions they observed in the mill and were further required to maintain a professional distance from employees of the steel company. These employees were required to regularly testify against other employees at grievance and arbitration hearings. In the instant case, the but of plant protection services are subcontracted out to a company called Guardsmark whose employees are not employed by the Employer, while EMS employees are separately employed by Inland Steel. Additionally, in the instant case, record evidence shows that rarely, if ever, have EMS employees been required to testify against employees who fail the fitness test during grievance or arbitration proceedings unlike the firefighters in *BPS* who had this as a regular part of their job duties. Further, the record does not show that EMS employees receive any type of training comparable to training which may be given to the security guards, nor are EMS employees required to register as private detectives, an indicia of more traditional security roles. To the contrary, uncontroverted record evidence adduced through the Employer shows that guard duties and EMS duties are not interchangeable.

Based upon the foregoing, I find that EMS employees are not guards within the meaning of the Act and are therefore properly included in the unit.

The Employer raised the issue, but took no position as to whether Stan Henard, Security Technician in Systems Operations, was a guard within the meaning of the Act, and therefore excluded from the bargaining unit. Henard is responsible for operating the Employer's security software. Henard monitors access to confidential information stored on the Employer's mainframe computer and is solely responsible for creating the super ID password to gain such access. Mr. Henard's duties do not encompass traditional plant security

functions such as policing or patrolling, he does not wear a uniform, carry a weapon, protect the Employer's property or enforce the Employer's rules. His responsibilities are limited to maintaining the security of the computer system. Record evidence failing to establish Henard is a guard within the meaning of the Act, I find that Henard is not a guard, and will, therefore, include him in the bargaining unit. *M. K. Morse Co.*, supra; *Hoffman Security, Ltd.*, supra; *BPS Guard Services, Inc.* supra.

CONFIDENTIAL EMPLOYEES:

The Employer argues that a number of its employees are confidential and should, therefore, be excluded from any unit found appropriate. The Employer argues that the EMS employees, Lab Technicians and Medical Clerks working in the medical clinic fall within this category. In support of this position, the Employer argues that each of these employee classifications have access to confidential information contained in employee medical files, as well as information regarding pre-employment screening and physical examinations, compliance with federal regulations which affect employees and information regarding the Employer's Employee Assistance Program and Last Chance Agreements. While this information is sensitive and confidential in the layman's sense, it fails to constitute the type of confidential information as defined by the Board and Courts, necessitating exclusion from the bargaining unit.

The Board applies a narrow test in making determinations as to whether an employee is "confidential" and should, therefore, be excluded from the unit. In *NLRB v. Hendricks County Rural Electric Membership Corp.*, 454 U.S. 170 (1981) the Supreme court affirmed the Board's "labor nexus" test under which only those employees who act in a confidential capacity to persons exercising managerial functions in labor relations matters are deemed to be confidential employees. *Hendricks*, 454 U.S. at 188-89. The Court also approved the Board's alternative test that employees who have "regular" access to confidential information concerning anticipated changes that may result from collective bargaining negotiations are deemed confidential employees and may properly be excluded. *Hendricks*, The Board refrains from broader definitions of confidential employees because many employees have arguably confidential relationships with management and because expansive application of the exclusionary rule would deprive many employees of their right to bargain collectively. *NLRB v. Los Angeles Hospital*, 640 F.2d 1017 (9th Cir. 1981). In the instant case, the record fails to show that medical clinic employees have access to confidential information directly related to the formulation of the Employer's labor relations policies or assist and/or act in a confidential capacity to persons who formulate, determine and effectuate management policies in the field of labor relations. *Associated Day Care Service of Metropolitan Boston*, 269 NLRB 178 (1984). Based upon the foregoing, I find that EMS employees, Technical and Medical Clerks working at the Employer's medical clinic are not confidential employees within the meaning of the Act and are properly included in the unit.

The Employer further maintains that the information Support Technicians, Data Specialist Compensation Technicians, and Senior Compensation Specialists in the Compensation, Benefits and Information Management Department are con-

fidential employees and should, therefore, be excluded from the Unit. The Petitioner maintains that these employees are properly included.

Record evidence reveals that Information Support Technicians and the Data Specialist Compensation Technicians are primarily responsible for maintaining the Employer's human resource database; for tracking changes in that database resulting from hires, discharges, layoffs and recalls; tracking job skills of employees; and for retrieving data and performing analysis of the impact Human Resources decisions will have on the Employer and its employees. During contract negotiations, these technicians, along with several exempt employees, are available around the clock to assist union Relations in evaluating contract demands or formulating contract proposals by retrieving demographic information from the computer database. Record evidence fails to show that these employees gave access to specific proposals and policies formulated by the Employer at the bargaining table. To the contrary, record testimony established that employees involved in retrieving this information could possibly "guess" or "figure out" the nature of the discussions taking place from the nature of the information requested, but that these employees are not informed of the specific nature of any such discussion. The Senior Compensation Specialist is responsible for recording all salary pay practice information and monitors all data related to promotions, job changes, salary increases, merit increases and job performance evaluations.

The Employer argues that these employees should be excluded from any unit found appropriate because they have access to confidential information concerning changes which may result from collective bargaining negotiations. The Employer cites *Pullman Inc.*, 214 NLRB 762 (1974) for the proposition that employees who provide data and analyses to effectuate an employer's strategic planning should be deemed confidential employees and excluded from the bargaining unit. *Pullman*, however, is factually distinguishable from the instant case inasmuch as the employees excluded from the bargaining unit in *Pullman* had access to the precise terms to which the Employer would agree in a collective bargaining agreement by virtue of their access to labor bulletins issued by the Employer Which specifically indicated anticipated labor expenses up to 15 months into the future and were based on knowledgeable managerial estimates of the results of future contract negotiations. *Pullman*, supra. The instant case is different in that employees are responsible only for retrieving statistical information from which they may guess the nature of discussions taking place but are not specifically informed of their nature. These facts are more akin to *Case Corp.*, 304 NLRB 939 (1991) in which industrial engineers were not found to be confidential employees, even though they sat in at the bargaining table to provide critiques of union proposals and provide personnel or statistical information upon which the Employer's labor relations policy would be based. There, as in the instant case, there was no evidence to show that they knew the precise terms to which the employer would agree in a collective-bargaining agreement.

The employer further argues that these employees should be excluded from the unit as confidential employees inasmuch as they have access to information which may be used in strategic planning by the company as it relates to departmental shutdowns, as well as access to confidential informa-

tion which tracks employees' job skills and could be used to formulate strategies for continued operations in the event a great number of production employees were lost to a catastrophe, hired by a competitor or engaged in strike activities. To date, however, these technicians have never actually been called upon to supply such information. Again, these factors are insufficient to confer confidential status upon this group of employees inasmuch as record evidence fails to show that by virtue of this information employees are privy to the precise terms to which the Employer would agree in collective bargaining. *Case Corp.*, supra. Further, Board law makes clear that mere access to confidential material, albeit confidential labor related material, does not confer confidential status. See, e.g., *Greyhound Lines, Inc.*, 257 NLRB 477, 480 (1981) and cases cited therein. Additionally, while the employer further argues that these employees should be excluded as confidential employees because they supply information to employees in the union Relations Department who all parties stipulated as being confidential, record evidence fails to establish that the employees at issue assist or act in a confidential capacity to persons who formulate determine and effectuate management policies in the field of labor relations. *Hendricks*, supra. Rather, record evidence suggests these technicians are merely supplying raw statistical information. Based upon the foregoing, I find that the Employer's Information Support Technicians, Data Specialist Compensation and Senior Compensation Specialists in the Compensation Benefits and Information Management Department are not confidential employees and will be included in the bargaining unit.

The Employer further argues that employees within the Operations Accounting and General Accounting Groups in the Finance Department are confidential employees who should be excluded from the Unit. The Petitioner maintains these employees should be included.

Employees in the Operations Accounting Department perform accounting calculations for the various mill departments to which they are assigned. These employees are therefore privy to information regarding departmental budgets, inventory control, incentive rate and bonus information, and productivity and profitability of the departments to which they are assigned. Additionally, Operations Accounting employees are responsible for tracking the Employer's "ATQ"¹ programs and are, therefore, privy to the specifics of the plans for each department.

General Accounting Department employees are responsible for maintaining the general ledger of the Employer. In his capacity, these employees produce the financial statements for the Employer, process checks for vendors, create vouchers for the general ledger, process employee expense or reimbursement statements and assist with the costing of products.

The Board has long held that mere access to and compiling of information, such as the financial information accessible to and compiled by the employees at issue, without more, does not convert rank and file employees to confidential status. See, e.g., *Washington Post Co.*, 254 NLRB 168,

¹ "ATQ" or Accelerated Total Quality is a cost-cutting program which utilizes a methodology obtained from the McKinsey consulting firm. The process involves an in-depth look at the costs within the various departments throughout the facility and attempts to compress variable costs. This process may eventually result in the elimination or reorganization of various payments

197 (1981) and cases cited therein. Rather, as previously discussed, the Board requires that parties seeking to establish confidential status show that an employee has access to precise labor rates which the employer is willing to agree to in labor negotiations. *Washington Post Co.*, supra; *Case Corp.*, supra; *Pullman*, supra. The instant record fails to establish that the employees at issue have access to precise labor rates either in the financial and budgeting information to which they are privy within their departments or to information regarding the ATQ process. Specifically, in regard to this ATQ process, no evidence was adduced at the hearing that this process was designed to produce results through collective bargaining. Rather, record evidence shows that the Employer will proceed with the process and announce its decision as to changes it will implement. From this there may be collective bargaining issues which arise as a result of that process, but here is no indication in the record that such changes would be anticipated as a result of collective bargaining itself. Accordingly, this is not the type of information deemed "confidential" under the standards set forth by the Board. See e.g. *Pullman*, supra. Further, record evidence fails to establish that the employees at issue meet the "labor nexus" standard by acting in a confidential capacity to persons exercising managerial functions in labor relations matters. *Hendricks*, supra. Based upon the foregoing, I find that the record fails to establish that employees in the Employer's Operations Accounting and General Accounting Groups in the Finance Department are confidential employees, and, therefore, will include them in the bargaining unit.

The Employer argues that Record Retention Technician Rachel Vargas in Information Technology is a confidential employee who should be excluded from the Unit. Vargas works in the Employer's Records Retention Center and keeps track of all ingoing and outgoing records and information. This information may include past grievance information, previous negotiating strategies and prior strike contingency plans, much of which information has already been given to the union or employees concerned. The Employer argues that this information is critical, confidential labor relations material to which Vargas has regular and unsupervised access. By virtue of such access, it contends Vargas should be excluded from the unit as a confidential employee. Contrary to the Employer's position, the record fails to show that Vargas has access to labor relations policy information *before* it becomes known to the union or employees concerned. *Associated Day Care Services*, 269 NLRB 178 (1984). Rather, record evidence establishes that she is merely responsible for maintaining the Employer's records regarding past grievances, strikes and/or labor negotiations and, as such, fails to rise to the status of a confidential employee. Additionally, as previously noted, Board law makes clear that mere access to confidential status. *Greyhound Lines, Inc.*, supra. Accordingly, I find that the Employer's Record Retention Technician is properly included in the Unit.

The Employer further argues that about thirty secretaries, administrative assistants, and coordinating specialists and five environmental health and safety clerks are confidential employees who should be excluded from any unit found appropriate. (The job duties of each of these employees at issue will be summarized and separately discussed below.) These employees are in addition to the employees listed on Appendix I attached hereto each of whom was stipulated by both

parties as confidential employees and so found herein. Neither Board law nor record evidence support the Employer's position. Accordingly, except for Virginia Stanko who will be permitted to vote subject to challenge, I find that none of the employees listed as secretaries, administrative assistants, coordinating specialists or environmental health and safety clerks are confidential employees for the following reasons, and will therefore be included in the unit.

Mary Muntiu:

Muntiu is the Coordinating Specialist in the Research and Development Department and works for Wendy Boos, the Human Resource Generalist, for that department. As Human Resource Generalist, Boos advises management about various human resource policies and procedures including affirmative action issues, informal employee complaints, personnel transactions, compensation matters and training. Muntiu is responsible for processing all personnel-related transactions, as well as inputting budget items into the department's computer database. As Coordinating Specialist Muntiu has access to information regarding employee performance review and ratings, disciplinary action plans and salary information.

Barbara Pfister:

Pfister is the Coordinating Specialist for the Inland Steel Flat Products Company Marketing and Sales Department and works as the assistant to Vivian Cosey, Manager of Human Resources for the Marketing and Sales Department. Cosey is responsible for providing human resource services which include compensation, insurance, benefits, organization development, management development, review processes, recruiting, and performance management. As Cosey's assistant, Pfister is responsible for inputting all compensation data, including personnel actions such as hires, terminations, promotions, pay changes, etc., into the Employer's database, typing recommendations regarding policy changes and recommendations, and maintaining personnel files. Additionally, Pfister types documents Cosey prepares for submission to the Equal Employment Opportunity Commission in response to age and race discrimination and documents prepared by Cosey in regard to compliance reviews conducted by the Office of Federal Contract Compliance Programs.

Ruth Fitzwater:

Fitzwater is the secretary to Lee Busch, Manager of the No. 2 BOF. As department manager, Busch's duties, include completing a questionnaire circulated by the Union Relations Department for use during negotiations regarding departmental needs. Fitzwater performs various secretarial duties for Busch including maintenance of his calendar and typing. On occasion, Fitzwater types departmental responses to step one and two grievances.

Joanna Thompson:

Thompson is the secretary to Larry Coe, manager of the No. 4 BOF and performs various secretarial duties for him including the typing of Step 2 oral grievances and minutes of Step 2 grievance meetings held with the grievant and union. As in the case of other department managers, Coe makes suggestions for departmental changes when solicited by Union Relations for possible use in negotiations. As his secretary, Thompson types these recommendations.

Allison Thompson:

Thompson is the Administrative Clerk for the Equipment, Maintenance and Management Department of the Material Handling Services Section and is responsible for all administrative typing, filing and general clerical support for the Manager and various section managers in the department. In this position Thompson has access to information relating to the possible reorganization of the department, personnel files, and step 1 and 2 employer grievance responses.

Rose Astolas:

Astolas is the Administrative Clerk for the Operations Department within the Material Handling Services organization and reports to Mr. Gerlach, the manager of the department. Astolas has the same job duties and responsibilities as Allison Thompson and access to the same information including access to employee personnel files.

Pat Spudic:

Spudic is the Administrative Assistant to Tim Ribble, the Manager of Operating Technology. Ribble is a unit leader in the Employer's ATQ process and as such is responsible for preparing ATQ reports regarding potential departmental cut backs and workforce reductions. Spudic types and files these reports for Ribble.

Janet Harris:

Harris is the Administrative Assistant in the Operating Department and reports to Frank Peterson, the department manager. Peterson is not an ATQ Unit leader but is responsible for identifying cost-cutting measures in his department, in addition to his other duties as manager. Harris is responsible for all clerical and secretarial functions in that department and has access to personnel information and ATQ information.

Cathy Vasilak:

Vasilak is the Secretary to Lee Anderson, the Manager of the Utilities Department. Anderson is a member of the department's Strategic Planning Committee and generates documents and reports for that group. Vasilak's duties are secretarial and administrative and include typing documents relating to departmental strategic planning. Additionally Vasilak has access to employee personnel files, types step 2 and 3 grievance responses and retrieves information from personnel files for use in the grievance process.

Sharon Rodriguez:

Rodriguez is the secretary to Ron Balka, Manager of Maintenance within the Inland Steel Hot Rolling Operations. Balka is also a member of the Strategic Planning Committee. Rodriguez types documents generated by Balka in his work on the committee, in addition to her other secretarial and administrative duties.

Carolyn Lavin:

Lavin is the secretary to Bill Jannausch, Manager of Operations at the 80-inch Hot Strip Mill. As a department manager, Jannausch when solicited by Union Relations, provides Union Relations with recommendations for departmental changes for possible use in contract negotiations. Additionally Jannausch is responsible for ATQ decisions in his department and processing Step 1 and 2 grievances. As his sec-

retary, Lavin types information regarding ATQ decisions, departmental recommendations made to union Relations and Step 1 and 2 grievances.

Estella Martinez:

Martinez is the secretary to Don Fosnacht, Manager in Operating Technology at the 80-inch Hot Strip Mill. As Manager, Fosnacht is involved in strategic planning and the ATQ process for his department. As his secretary, Martinez has access to information regarding strategic planning and the ATQ process as well as personnel files of employees in the department.

Margaret Kushnak:

Kushnak is secretary to the Manager of Operating Technology in the No. 3 Cold Strip Mill. Kushnak is responsible for typing reports and correspondence and maintaining files. Kushnak has access to information regarding the ATQ process and recommendations made by the department manager to the Union Relations Department for possible use in contract negotiations.

Patricia Golec:

Golec is secretary to the Manager of Intermediate Products in the NO. 3 Cold Strip Mill. In addition to other responsibilities, the Manager of this department provides input to the Union Relations Department for use during collective bargaining sessions regarding the specific needs of his department. In her capacity as secretary to the manager, Golec types correspondence and reports pertaining to the information her manager provides to Union Relations. Golec also types step 2 grievance responses, maintains files and types correspondence and reports.

Arlene White:

White is the Secretary to the Manager in the Finished Products Section of the No. 3 Cold Strip Mill and as such, performs the same job duties as Golec and has access to the same type of information.

Louis Samuelson:

Samuelson is a Test Technician at the No. 2 Coke Plant and functions as both a secretary and administrative assistant to the manager, section managers and Human Resource Generalist in the No. 2 Coke Plant. Samuelson's clerical duties include typing Step 1 and 2 grievance responses.

Sandy Halfacre:

Halfacre is a secretary at the No. 2 Coke Plant and serves as backup for Samuelson. Halfacre has access to all personnel files within the department.

Lorraine Wallace:

Wallace is the secretary and Administrative Assistant to the Manager at the No. 11 Coke Battery and has access to the same information including possible workforce reductions as Samuelson.

Mary Lois Lameka:

Lameka is the Secretary to Jim Senjanin, Manager of Operations in Ironmaking and John Rickets, Manager of Operating Technology in Ironmaking. Lameka has access to and maintains files on management succession planning and de-

velopment and also types the Employer's responses to Step 1 and 2 grievances.

Joan Burosh:

Burosh is the Administrative Assistant to Greg Duvall, Manager of Distribution Services. Duvall is involved in all personnel matters for the department including hiring, firing and disciplinary decisions. Burosh's duties include typing and maintaining files. Burosh has access to ATQ information, management development and succession plans as well as personnel files.

Adair Horton:

Horton is Secretary to Ken Kantowski, Manager of Mobile Maintenance and Services. Kantowski is a member of the Craft Committee which helps develop strategies for contract negotiations with respect to craft-related issues, as such, this committee makes recommendations to the Employer which are subsequently reviewed, revised and retyped for possible use in contract negotiations. As secretary to Kantowski, Horton types information relating to the craft committee as well as departmental recommendations for use by the Employer's Union Relations department during contract negotiations. Additionally, Horton types information regarding strike planning.

Nancy Kuzma:

Kuzma is secretary to Dr. DeMichael, Director of the Medical Clinic. As such, she has access to employee medical records.

Sherry Conway:

Conway works as a secretary for Lou Pisani, the General Manager of the Inland Rust Maintenance Corporation, and Craig Lamm, the Human Resource Generalist for the department. Pisani serves as an employer's representative on the contracting out committee. The contracting out committee, comprised of both employer and union representatives, is established by the collective bargaining agreement and exists to ensure that the company follows the contracting out provisions set forth in the collective bargaining agreement. These provisions set forth the type of work and under what conditions the employer may contract out work. Under the terms of the collective bargaining agreement, the Employer is required to give notice to the Union when it wishes to contract out work. After giving such notice, the contracting out committee meets to apply the terms of the collective bargaining agreement to ensure that the Employer's proposal is in compliance. If the parties disagree as to the propriety of the Employer's decision to contract out work; the collective bargaining agreement provides for an expedited procedure to resolve the dispute. Although Employer witnesses tended to classify contracting committee discussions as "negotiations," record evidence shows that the collective bargaining agreement and series of mutual agreements has specified exactly what work can be contracted out and that the contracting out committee has no authority to negotiate over the terms set forth in the collective bargaining agreement regarding contracting out issues. Rather, this committee is charged with the responsibility of applying the terms of the collective bargaining agreement as it relates to contracting out issues.

As Pisani's secretary, Conway's duties include typing departmental proposals for work the Employer intends to con-

tract out. Conway also types minutes from departmental meetings where contracting out proposals are discussed. Conway's duties also include typing personnel related documents regarding employee transfers, lateral movements, promotions and firings.

Helen Tokoly:

Tokoly is the clerk to Robert Moore, Section Manager in the Construction Management and Planning Section. As Section Manager, Moore is involved in contracting out issues and is responsible for meeting with the contracting committee to discuss various projects in his area which the Employer wishes to contract out. Tokoly, as his clerk, types these proposals, as well as contracting out proposals which are circulated among the various engineers who may be affected by the projects.

Margaret Piech:

Piech is secretary to the Manager of Central Engineering within Plant Engineering Services. Robert Moore is the Acting Manager in the Central Engineering Department. Piech has access to the same contracting out information as Tokoly. Additionally, Piech has access to information regarding strike planning, Management Succession Plans and the ATQ process.

Betty Sedey:

Sedey is a Clerk Technician in the Contracting Out Section of Shop Services. Sedey provides clerical support for the Contracting Out Office and enters and retrieves data via the computer. Mike Carle, Section Manager from the Contracting Out Section serves as an Employer representative on the Contracting Out Committee. Carle is responsible for preparing the Employer's long term or strategic proposals to give to the Union on contracting out issues. Sedey types both the drafts and final proposals. Additionally, Carle, like other section managers, provides information to the Union Relations department regarding recommendations for the department for possible use in contract negotiations with the Union. Additionally, Carle formulates the Employer's policy in responding to grievances filed arising out of contracting out disputes. As section clerk, Sedey has access to the information Carle provides to Union Relations and is responsible for retrieving information regarding the Employer's position on grievances.

In sum, record evidence shows that the administrative assistants and coordinating specialists at issue, who work for a variety of department heads and section managers, perform various secretarial and clerical duties including maintaining employee personnel files, gathering information from personnel files for grievance investigations, typing step 1 and 2 grievance responses after the Employer has met with the grievant and the Union, typing grievance meeting minutes, typing documents in response to EEOC charges, maintaining managers' calendars, screening mail, and typing correspondence. Through the course of their duties these employees have access to information regarding employee performance and reviews, salary and disciplinary information, ATQ reports, budget information, strategic planning reports, strike contingency plans and layoff information. None of these employees however, have access to precise information regarding the Employer's Bargaining positions. Record evidence shows that the Employer's Union Relations Department is solely re-

sponsible for formulating the Employer's bargaining position during contract negotiations.

Board law makes clear that mere access to confidential labor relations material such as personnel files, minutes of management meetings, strike contingency plans, departmental strategic planning and grievance responses is not sufficient to confer confidential status unless it can be shown that the employee at issue played some role in creating the document or in making the substantive decision being recorded or has regular access to labor relations information before the union or employees involved. *Associated Day Care Services of Metropolitan Boston*, 269 NLRB 178, 181 (1984); *Greyhound Lines*, 257 NLRB 477, 480 (1981); *California Inspection Rating Bureau*, 215 NLRB 780, 783 (1974); *Los Angeles New Hospital*, 244 NLRB 960, 961 (1979); *ITT Grinnell Corp.*, 212 NLRB 734 (1977). Nor does access to materials relating to personnel problems, payroll records, time cards, or accounts receivable necessarily render an employee confidential. *Associated Day Care Services of Metropolitan Boston*, supra; *Ernst & Ernst National Warehouse*, 228 NLRB 590, 591 (1977); *Crest Mark Packing Co.*, 283 NLRB 999, 1000 (1987). Thus, access to the type of information at issue by the employees in the instant case does not render them confidential. Additionally, access to information regarding the Employer's ATQ process does not render these employees confidential for the reasons set forth above in the discussion regarding the Employer's Operations Accounting and General Accounting employees. Further, in the instant case, record evidence establishes that none of the employees the Employer seeks to exclude as confidential play any creative role in either the grievance process or in contract negotiations. Nor do they assist or act in a confidential capacity to any person who actually formulates, determines and effectuates management policies in the field of labor relations. *Hendricks*, supra; *B. F. Goodrich Co.*, 115 NLRB 722, 724 (1956).

Specifically, in regard to grievance processing, record evidence establishes that those employees at issue who are involved in the grievance process are only responsible for typing grievance responses or grievance meeting minutes at the lower oral steps of the grievance procedure, steps 1 and 2. These responses are generally typed only after the Union and Employer have met. On rare occasion, a typed position prior to a grievance meeting might be prepared however this would be typed by the Union Relations Department or outside counsel. Thus, the evidence shows that the employees at issue are not privy to confidential labor related information prior to either the Union or employee involved. *Associated Day Care Services of Metropolitan Boston*, supra.

Additionally, record evidence shows that the employees in issue do not have authority to effectively recommend resolution of grievances based upon their independent judgment. Rather, these employees merely retrieve information from personnel files to subsequently be used by management personnel in making grievance determinations. Thus, this information is of a factual nature, requiring these employees to retrieve data which they maintain in the normal course of their occupations. Board law makes clear that the provision of personnel and statistical information for use in negotiations or grievance handling is not sufficient to bring employees within the labor nexus required for determination that they are confidential. *Associated Day Care Services of Met-*

ropolitan Boston, supra; *American Radiator and Standard Sanitary Corp.*, 119 NLRB 1715, 1720-21 (1958); *Pullman*, supra. While the information gathered by employees at issue in the instant case may be used by management to evaluate the merits of grievances, the employees retrieving this information play no role in making the actual decision and are not, therefore, rendered confidential employees because of these duties.

Additionally, those employees who gather information for and/or type documents relating to employee complaints, such as sexual harassment or other EEOC issues are not rendered confidential by virtue of these duties inasmuch as this is not the type of information concerning "anticipated changes that may result from collective bargaining negotiations" required by the Board to confer confidential status. While this information is "labor related," access to this information by the employees at issue would not prejudice the interests of the employer in collective bargaining.

Further, access to information regarding the Employer's plans to "contract out" work do not render employees confidential because this process does not produce changes which may result from collective bargaining negotiations. *Pullman*, supra. Rather, the terms and conditions of contracting out are already established by provisions in the collective bargaining agreement. These provisions set forth the type of work and under what conditions the Employer may contract out work. Record evidence shows that the contracting out committee has no authority to negotiate over the terms set forth in the collective bargaining agreement regarding contracting out issues, but rather, is charged with the responsibility of applying the terms of the collective bargaining agreement as it relates to contracting out issues. If no agreement is reached, the committee submits the issue either to the grievance/arbitration procedure or an expedited procedure set forth in the contract. Thus, access to and typing of documents relating to the Employer's proposed areas for contracting out work do not render employees confidential because this process is separate and distinct from collective bargaining negotiations with the Union and, in fact, is dependent upon the results of collective bargaining to be effectuated.

Finally, those employees who type their respective managers' departmental recommendations for submission to the Employer's Union Relations Department for consideration in contract negotiations are not rendered confidential by virtue of their access to this information. Board law makes clear that typing of a manager's recommendations to the employer for consideration in the Employer's collective bargaining position does not confer confidential status. See e.g. *Greyhound Lines*, supra at 480; *Intermountain Rural Electric Assn.*, 277 NLRB 1 (1985). In a recent case, the Board determined not to confer confidential status upon an employee who typed two contract proposals for an employer's vice president which were subsequently tendered to the Union during contract negotiations, even though she was told by her supervisor that she was confidential and was responsible for keeping the employers accounts payable and receivable, payroll records and employee time cards. *Crest Mark Packing Co.*, 283 NLRB 999 (1987). The Board followed the Supreme Court's mandate in *Hendricks County Rural Electric Membership Corp.*, 454 U.S. 170 (1981) in which the Court rejected a broad interpretation of confidential status that would have found any employee with mere access to confidential

business information a confidential employee. The fact that a manager is consulted prior to commencement of bargaining negotiations is considered by the Board as a limited advisory participation which does not warrant a determination that his secretary is a confidential employee. *Greyhound Lines, Inc.*, *supra* at 480 and cases cited the instant case, especially in light of the fact that record evidence establishes that the Union Relations Department actually formulates the Employer's bargaining proposals, coupled with well established Board precedent, I find that typing of the recommendations made by various departmental managers for submission to the Union Relations Department by several of the employees discussed above do not render those employees confidential.

Several employees in this group have duties in addition to those listed above. Victoria Kelly is the Administrative Coordinator at the Employer's Integrated Steelmaking and Hot Rolling Operations ("ISHRO") in its central business unit. Kelly performs secretarial work for Bob Fleming Unit Manager and Steve Gardner, Manager of Human Resources for ISHRO. Both Fleming and Gardner are members of the Employer's Strategic Planning Committee. Strategic Planning includes projections on such things as facility and manpower needs within the department for the next 3-5 year period. Memoranda generated by the Strategic Planning Committee are typed jointly by Ms. Kelly and by Terry Florek. Florek is among the clericals stipulated as confidential and listed in Appendix I. Kelly's duties in relation to the Strategic Planning Committee fail to confer confidential status upon her inasmuch as record evidence fails to show that by virtue of this information, she is privy to the precise terms to which the Employer would agree in collective bargaining. *Case Corp.*, *supra*. Additionally, mere access to confidential information, albeit confidential labor related material, without more, does not confer confidential status. *Greyhound Lines*, *supra*. Further, the record is silent as to the specific job duties of and information handled by Terry Florek. Thus, there is no basis in the record to conclude that Kelly should be excluded as confidential simply because she shares typing responsibility of Strategic Planning Committee memoranda with Flores. Additionally, I find that none of Kelly's other secretarial duties which include typing documents and maintaining files on the ATQ program nor her access to management succession plans render her confidential for the reasons set forth above and, accordingly, will include her in the unit.

Pam Vana is the secretary to John Fekete, the Director of the Environmental, Health and Safety Department. Fekete serves on the Employer's health and safety subcommittee during contract negotiations. This subcommittee makes recommendations to the Union Relations department, but does not participate in the actual negotiations. Vana as Fekete's secretary has access to information generated by Fekete as a member of this subcommittee, as do other clericals working in the Health and Safety section. Additionally Fekete works with both in-house and outside counsel in formulating the Employer's position and strategy in matters before governmental regulatory agencies, such as OSHA and may be called upon to testify in such matters. In many instances, the Union is party to these proceedings and cooperates with the Employer in dealing with regulatory agencies as to certain environmental questions affecting the employer. As Fekete's secretary, Vana has access to correspondence transmitted between Fekete, the Employer and counsel in these proceed-

ings. The Employer cites *Emanuel Lutheran Charity Board*, 268 NLRB 1344 (1984) for the proposition that employees who assist management in litigation are confidential. Contrary to the instant case, however, the employee found to be confidential in *Emanuel Lutheran* was assistant to the Director of Personnel Services who had overall responsibility for all industrial and labor relations affairs and acted as spokesman for the employer in negotiations. In her role as administrative assistant, the employee at issue in *Emanuel* typed actual contract proposals on behalf of the employer, final agreements when reached, grievances, responses to grievances, wage forecasts, and correspondence between the Employer, legal counsel, labor unions and government regulatory agencies including the Board and HEW. Contrary to Respondent's contention, the Board did not rely on the employee's role in unemployment compensation litigation in conferring confidential status. Rather, the Board looked at the abundant evidence highlighted above to find that the employee assisted and acted in a confidential capacity to a person who formulates, determines and effectuates management policies in the field of labor relations, namely, the Director of Personnel Services, her boss. *Emanuel Lutheran* at 1347. Similarly inapposite to the instant case is *Reymond Baking Co.*, 249 NLRB 1100 (1980) cited by the Employer. In *Reymond*, the employee found to be confidential was the only typist who in the normal course of her duties prepared the Employer's collective bargaining proposals prior to their presentation to the Union, typed the Employer's statement of position in response to ULP charges filed with the NLRB, as well as typed correspondence to the Union from the company's Vice President who was found to be responsible for formulating determining, and effectuating the Employer's labor relations policies. Again, the employee at issue in *Reymond*, unlike the instant case, worked for a person involved in formulating, determining and effectuating the Employer's labor relations policies and was therefore properly found to be a confidential employee. *Reymond Baking Co.*, *supra*.

In the instant case, neither Vana's access to information regarding the Employer's environmental subcommittee nor correspondence or other information regarding the Employer's relationship with governmental regulatory agencies render Vana a confidential employee inasmuch as record evidence fails to show that by virtue of her access to this information Vana is assisting and acting in a confidential capacity a person who formulates, determines and effectuates management policies in the field of labor relations. *B. F. Goodrich Co.*, 115 NLRB 722, 724 (1956); *Hendricks*, *supra*. To the contrary, record evidence merely shows that Fekete as a member of the health and safety subcommittee makes recommendations to the Employer's Union Relations Department regarding environmental issues. The record fails to establish that Fekete plays any more active role or that Vana would have access to any such information generated therefrom. The Board's criteria for determining whether an employee is confidential has always been in the conjunctive and requires that the person being assisted be responsible to "formulate, determine and effectuate" the Employer's labor policies. *Holly Sugar Corp.*, 193 NLRB 1024, 1025 (1971). There is no such evidence that Fekete has these responsibilities in the instant case.

Further, none of Vana's other responsibilities with regard to Fekete render her a confidential employee for the reasons more fully set forth above. Accordingly, Vana will be included in the bargaining unit.

Record evidence shows that the Employer's five Environmental, Health and Safety Clerks have access to similar prelitigation information regarding the Employer's compliance with state and federal environmental regulations. Access to this information does not render them confidential employees for the reasons set forth above. Nor does the fact that they may have access to information generated by their manager in his role as a participant on the Employer's health and safety subcommittee for the reasons more fully set forth above. Additionally, in the case of these environmental clerks, record evidence shows that their manager has never actually participated in negotiations, but only speculatively may be called upon to do so in the future. Finally, while some of this information to which these clerks have access, such as Employee Exposure Records, may be sensitive in nature, it does not render these employees confidential under the Act for the reasons more fully discussed above. See e.g. *Greyhound Lines; Intermountain Rural Electric Assn.*, supra. Thus, the record evidence fails to show that the environmental health and safety clerks assist or act in a confidential capacity to any person responsible for formulating, determining and effectuating management policies in the field of labor relations and, accordingly, will be included in the unit. *Hendricks*, supra.; *B.F. Goodrich Co.*, supra.

Virginia Stanko is Secretary to Alan Arsenault, Manager of Operating Services in the Shop Services Department. Arsenault is involved in the Employer's contracting out process and also plays a role in strike planning. Stanko has access to information generated by Arsenault in these areas. Additionally, record evidence shows that Stanko may be selected on occasion to type minutes from meetings held with Union Relations and her department regarding arbitration strategies. The record, however, does not specify how frequently this occurs. Nor does the record show that typing of these minutes is a regular part of Stanko's job duties. Inasmuch as record evidence lacks the specificity needed to resolve Stanko's status, I shall permit her to vote subject to challenge.

Emma Wade is the secretary for Cathy Delgado, Human Resources Project Consultant. Record evidence shows that Delgado is not involved in collective bargaining negotiations, however, occasionally, she will receive information regarding the status of negotiations. Wade has access to this information as Delgado's secretary. Additionally, Wade has access to information regarding employee complaints, such as sexual harassment complaints, which Delgado handles in her role as Human Resources Consultant. Record evidence further shows that Wade will, on occasion, substitute for Mary Gugliuzza, secretary to Vince White-Petteruti, General Manager of Operations Planning. In this capacity Wade will type or answer phones. The parties have stipulated to exclude Gugliuzza from the bargaining unit by virtue of her confidential status. (Appendix I).

Record evidence fails to establish that Wade assists or acts in a confidential capacity to any person responsible for formulating, determining and effectuating management policies in the field of labor relations and, accordingly, will be included in the unit. *Hendricks*, supra. Record evidence allows

that Delgado, Wade's immediate supervisor is not involved in labor negotiations. Further, Wade's access to information relating to employee complaints, such as sexual harassment or other EEO issues does not render her a confidential employee inasmuch as this is not the type of information concerning "anticipated changes that may result from collective bargaining negotiations" required by the Board to confer confidential status. *Pullman*, supra at 762-763. While this information is "labor related," Wade's access to this information would not prejudice the interests of the employer in collective bargaining. Finally, while record evidence is unclear as to the precise manner in which White-Petteruti may participate in labor negotiations, record evidence fails to establish that Wade actually assists or acts in a confidential capacity to White-Petteruti on those occasions when she substitutes for his secretary. To the contrary, evidence contained in the record shows she is simply responsible for generic clerical duties such as typing and answering the phone. Nor do any of Wade's other duties qualify her as confidential under the Act for the reasons more fully discussed above. Accordingly, I find that Wade is properly included in the bargaining unit.

The Employer raised the issue, but took no position as to whether the 25 additional secretaries, administrative assistants and coordinating specialists listed on Appendix II, attached hereto, were confidential employees, leaving this issue to the Regional Director for determination. After a complete review of the record, I find that none of the 25 employees at issue are confidential employees as demonstrated by the following brief summaries of their respective job duties.

Diana Joseph Roberta Jacobs, Kathy Vetter:

Joseph, Jacobs and Vetter are secretaries in the Finance Department. Vetter is assigned to the Management Section, Jacobs to Operations Accounting and Joseph to Accounting Services. The secretaries each report directly to their General Managers. The secretaries perform similar duties supporting their respective managers including record keeping, word processing, and typing and filing documents.

Owana Cheatham:

Cheatham is an Administrative Specialist in Coded Products Continuous Heat Treating Department and works for Ray Adams, Human Resource Generalist in that Department. Cheatham maintains the personnel files of all bargaining unit personnel in the department and types step 1 and 2 grievance responses.

Herb Michalak:

Michalak is the Senior Coordinating Specialist in the Continuous Heat Treating Department and works for Ray Adams, Human Resource Generalist in the Department. Michalak maintains the personnel files for all exempt and nonexempt employees.

June Baltes:

Baltes is an Administrative Specialist in the Plant 2 Section of the Continuous Heat Treating Department and reports to Section Managers Dave Puvogel and Dan Rocel. Baltes maintains personnel files for bargaining unit personnel and types step 1 grievance responses. Baltes also schedules bargaining unit personnel for overtime pursuant to the terms set forth in the collective bargaining agreement.

Debbie Nau:

Nau is an Administrative Specialist in the Plant 1 Maintenance Section of the Continuous Heat Treating Department and reports to Section Manager Dave Puvogel and Maintenance Planner Jim Hepner. Nau's duties are identical to Baltes' duties.

Gwendolyn Rubesha:

Rubesha is an Administrative Assistant in the No. 3 Cal Section of the Continuous Heat Treating Department and reports to Bob Rusbasan, the Section Manager. Rubesha's duties are identical to those of Baltes and Nau.

Brenda Jenkins:

Jenkins is an Administrative Assistant in the 5 Galvanized Line and Normalizer Line Section of the Continuous Heat Treating Department and works for Section Manager Jim Cundief. Jenkins' duties are identical to those of Baltes, Nau and Rubesha.

Evearn Lemond:

Lemond is an Administrative Assistant in the Plant 1 Galvanized Section of the Continuous Heat Treating Department and works for Section Manager Dennis Mills. Lemond's duties are identical to those of Baltes, Nau, Rubesha and Jenkins.

Graciela Diaz:

Diaz is an Administrative Assistant in the Operations Planning Department and works for Department Manager Raymond J. Glatthorn. Diaz' duties include typing, filing, sorting and opening mail and taking dictation from Glatthorn. Through the course of these duties Diaz has access to ATQ and departmental planning information.

Jarlice Vamos:

Vamos is an Administrative Assistant in the Operations Planning Department and reports to M. J. Hillbrich, Manager of the Integrated Planning Section and P. L. Gallagher, Manager of the Integrated Delivery Performance Section. These Section Managers are responsible for discharging customer orders. Alamos performs clerical functions for both Hillbrich and Gallagher and has access to financial, personnel, ATQ and strategic business information.

Claudia Pellar:

Pellar is an Administrative Assistant in the Operations Planning Department and works for Frank Surgot, Manager of the Integrated Order Management Section. Pellar's duties are identical to those listed for Diaz above. Pellar has access to the same type of information as Diaz.

Alma Cenicerros and Gayle Nunez:

Cenicerros is a Secretary in the Systems Technology and Services Department located at the Indiana Harbor Works facility and reports to the Manager of that Department, Ron Nondorf. Nunez is Nondorf's secretary at the Field Street location. Nondorf is responsible for manpower planning and budgeting within the department. Both Cenicerros and Nunez are responsible for typing Nondorf's correspondence, opening and screening mail and maintaining personnel files. Both Cenicerros and Nunez have access to personnel, staffing, financial and project proposal information.

Margarita Vargas and Mary West:

Vargas is secretary for Howard Ludwig, Manager of Systems Development and Maintenance. West is Secretary for Eric Mowitz, Staff Advisor in the Information Technology Department. Vargas and West have the same job duties and access to the same type of information as Nunez and Cenicerros discussed above.

Cindy Cunningham:

Cunningham is Secretary to Larry Leonard, Section Manager of the Chemical Division within the Central Quality Services Department. Cunningham provides clerical support to the Section which includes typing and filing step one grievance responses. Leonard is responsible for planning, budgets, staffing and personnel issues for his department. As his secretary, Cunningham has access to information regarding ATQ, employee discipline, and strategic planning.

Ann Hanchar:

Hanchar is secretary to Alex Klein, Section Manager for the Chemical and Metallurgical lab within the Central Quality Services Department. Klein is responsible for management of the labs and his duties include budgeting, staffing and strategic planning. As Klein's secretary, Hanchar has access to the same type of information as Cunningham discussed above.

Rosa Amaro:

Amaro is the Senior Coordinating Specialist for the Quality Department and reports to Kathy Steiger, Human Resource Generalist for the Department. Amaro maintains the personnel files for exempt salaried employees and thereby has access to salary increase and promotion information. Amaro also has access to information regarding job interviews conducted by her department.

Helen Clark:

Clark is the secretary to the Manager of Central Quality Services, Mr. S. Kyriakides. Kyriakides is responsible for managing the Central Quality Services department and his duties include budgeting, staffing, strategic Planning, and customer and mill interfacing. Kyriakides, like other department managers submits departmental recommendations to the Union Relations Department when solicited by that department for possible use in formulating the Employer's bargaining position during contract negotiations. Clark's duties includes typing and filing information generated by Kyriakides. Clark also types minutes of staff meetings which address daily activities of the department. Additionally, Clark is assigned on a rotating basis to transcribe minutes of leadership meetings. The record is silent as to how often she is responsible for this duty.

Beatrice Pryor:

Pryor is the Management Support Person for the Administration Section of the Material Management Department and reports to Al Hruskoci, Section Manager. Pryor is responsible for maintaining all personnel records, attendance records and safety records for bargaining unit employees in the department. Pryor also takes minutes at investigatory interviews of employees conducted within the department regarding disciplinary issues and also types the Employer's grievance responses at Step 1 and 2.

Patricia Franco Howell:

Howell is an Administrative Assistant in the Supply Process Organization Section of the Planning and Practices Department and works for Sam Allen, the buyer from the Purchasing Department. Howell collates and organizes purchase orders generated by Allen and has access to bidding information.

Barbara Kanosky:

Kanosky is the secretary to the Manager of Customer Technical Services, Roy Hebbard. Customer Technical Services provides technical support to customers. Hebbard is responsible for management of the department which includes budgeting, and personnel planning. Kanosky provides clerical support for Hebbard and is responsible for typing, filing and general communications. As Hebbard's secretary Kanosky has access to strategic planning, customer, sales and personnel information including performance evaluations. Kanosky also types minutes from leadership team meetings.

Mary Patka:

Patka is secretary to the Manager of the Quality Integration Department. At the time of hearing the Manager's position was vacant. In addition to the manager, Patka provides clerical support to the Quality Integration and the IN/Kote Integration Group. Her duties include typing, filing, general communications and administrative support. Patka has access to ATQ, strategic planning, and performance evaluations information. Thus, record evidence shows that each of the employees at issue, to varying degrees, have access to salary information, departmental financial information, budget, staffing, grievance response information, ATQ information, employee performance evaluations, and personnel files, however, to a lesser degree than any of the clericals previously discussed. As with the individuals previously discussed, the record evidence fails to establish the requisite "labor nexus" to warrant the exclusion of these employees from the unit. Accordingly, I will include them for the reasons more fully discussed above. See, e.g., *Hendricks*, supra; *Greyhound Lines, Inc.*, supra; *Pullman* supra.

Supervisors:

Finally, the Employer took the position that the following employees are supervisors within the meaning of the Act and should, therefore, be excluded from the bargaining unit. The Petitioner disagrees and seeks their inclusion

Staff Technician Rich Donaldson:

As a Staff Technician, Rich Donaldson directs the activities of the machine shop. Donaldson is responsible for receiving written work order forms from various engineers and technicians throughout the Research and Development Department and then independently assigning work generated by these orders to the nine machine and fabricating technicians within the Design and Maintenance Section. In assigning this work, Donaldson takes into consideration the priority of the particular project, the technicians available and skills and ability of these technicians. Donaldson also prioritizes work for technicians, basing his decision upon the delivery time of the project, his knowledge as to the urgency of the project and the availability of technicians. After a project is completed, Donaldson reviews the Work Record evidence

shows that Donaldson spends the majority of his time planning and organizing the Machine Shop's daily activities, directing personnel in the use of material and equipment, recording work and project requests and communicating with engineers and other employees. Donaldson has input into the performance evaluations of the nine technicians he directs through the preparation of written comments and his attendance at meetings where these technicians' performance is discussed. Final promotion and salary decisions are determined by the Section Manager, based on Donaldson's input. Donaldson participates in the hiring process for the section as a member of the Employer's interview team which includes the Section Manager and the engineer in the area. Donaldson has input in disciplinary decisions involving the employees he directs in the machine shop in that he brings any problems he observes to the attention of the Section Manager who makes the final decision on disciplinary action. Donaldson has limited authority to allow machine shop employees to leave work early. Donaldson has attended supervisory seminars. Significantly, he is the only technician in the machine shop who has received such training. Donaldson also attends Core Management Team meetings within the department.

The possession of any one of the supervisory indicia specified in Section 2(11) of the Act is sufficient to confer supervisory status on an employee provided that the authority is exercised with independent judgment on behalf of management and not in a routine manner. *Hydro Conduit Corp.*, 254 NLRB 433, 437 (1981). In the instant case, record evidence establishes that Donaldson has the authority to assign work to and direct the activities of the nine technicians working in the Machine Shop and in so doing uses independent judgment basing his decision upon the skills, ability and availability of the nine technicians. Additionally, un rebutted record evidence shows that Donaldson has the authority to effectively recommend disciplinary actions and promotions, authorize employees to leave early without seeking higher approval, prepare written performance evaluations for the technicians, and to participate in meetings where their job performance is discussed. Additionally, Donaldson attends supervisory seminars and management level meetings. Although record evidence fails to establish that Donaldson has the authority to hire, fire, layoff or discipline employees or that he receives compensation or benefits different than non-supervisory employees, record evidence is sufficient to establish Donaldson is a supervisor within the meaning of the Act as enumerated by his various job duties described above. See, e.g., *Rose Metal Products*, 289 NLRB 1153 (1988). Accordingly, he will be excluded from the bargaining unit.

Metallurgical Test Technicians Abate and Ignas:

Sam Abate and Ray Ignas are Metallurgical Test (Met Test) Technicians working in the Employer's No. 2 BF. Their primary responsibility is to run the Metallurgical Test Laboratory by performing tests on samples of steel to determine the quality of the steel and detect any abnormalities. During the course of their duties, they are responsible for monitoring the bargaining unit Machine Operators who also work in the lab as they grind, mill and sand steel slabs in preparation for testing. Abate and Ignas each monitor 1-2 of these bargaining unit employees during their respective shifts. In this capacity, Abate and Ignas assign work to these

employees who have already been assigned to the lab. Assignment of work is based on ongoing project requirements in the mill and availability of bargaining unit personnel assigned to the lab. In the course of monitoring these employees, both Abate and Ignas are responsible for training these employees on the lab equipment and then evaluating them on a daily basis to ensure that they are qualified to operate the equipment. Neither Abate or Ignas have ever issued disciplinary action to these employees, nor do they have authority to grant permission for these employees to leave early. Record evidence shows that Abate and Ignas have some limited authority to determine when overtime is needed and make such assignment to those few bargaining unit employees working in the lab.

Unlike Mr. Donaldson's situation, the record in the instant case fails to establish that either Ignas or Abate are supervisors within the meaning of the Act. Thus, record evidence shows that both Ignas and Abate spend the majority of their time performing their metallurgical testing duties as opposed to directing or assigning work. Further, record evidence shows that their assignment of work is not based upon the use of independent judgment but, rather, upon which bargaining unit employee has been assigned to the lab. Accordingly, their role in assigning work does not confer supervisory status inasmuch as it appears to be routine and based upon employee availability. *Hydro Conduit Corp.*, 254 NLRB 433 (1981). There is no evidence in the record that either Ignas or Abate have attended supervisory seminars or managerial meetings. Further, there is no evidence that either employee has authority to hire, fire, or layoff employees or make such recommendations or transfer, promote, grant vacation requests or adjust grievances. Inasmuch as record evidence fails to establish that either Abate or Ignas are supervisors within the meaning of the Act, they will be eligible to vote and included in the bargaining unit.

Coordinator Specialist Elisa Figueroa:

Figueroa is the Coordinator Specialist in the 80'' Hot Strip Mill. Her job duties include overseeing the janitors who work in the central office building of the 80'' Hot Strip Mill and coordinating the work of the section clerks throughout the department. In this capacity, Figueroa coordinates vacation schedules of section clerks and bargaining unit employees throughout the department.

The janitors are members of the bargaining unit represented by the Union. Figueroa is responsible for assigning work to the janitors and redirecting their work should problems occur. The janitorial work is predominantly routine, however, Figueroa has the authority and responsibility to re-deploy janitors in the event special circumstances arise, such as when employees complained about improper maintenance of the showers in the locker room. After receiving such complaints, Figueroa redirected the janitors to perform such maintenance work. Figueroa does not have the authority to discipline, promote or demote the janitorial or clerical employees however she does advise her Section Manager of safety or other rule violations warranting disciplinary action. The Section Manager then conducts further investigation based on this information. Figueroa has the authority to recommend that janitors be scheduled to work overtime by advising the section that overtime was necessary and requesting authority to assign overtime work to the janitorial employees.

Figueroa has the authority to effectively recommend that a janitor be transferred from the job for poor performance. Unrebutted record evidence shows that in fact Figueroa has effectively recommended that two janitors be transferred because of poor performance. In this regard, record evidence shows that after receiving repeated complaints by employees about the condition of the locker room, Figueroa advised management on at least two occasions that particular janitors were not performing as competently as other janitors in the building. Figueroa recommended the janitors be removed. The janitors were reassigned. Figueroa has received and continues to participate in leadership training typically provided to exempt salaried employees including drug and alcohol training, supervisory skills training, facilitative leadership and safety training.

Thus, the record evidence establishes that Figueroa possesses several supervisory indicia including the authority to assign work to and direct the activities of the janitors and section clerks who work in the 80'' Hot Strip Mill and effectively recommend the transfer of employees, in addition to participating in supervisory training. Based upon the foregoing, I find Figueroa is a supervisor within the meaning of the Act and, accordingly, will exclude her from the bargaining unit.

Lead Operators Information Technology:

Five of the Employer's 20 Computer Room Technicians in the Information Technology Department are classified as Lead Operators. One Lead Operator is scheduled per shift. Lead Operators are responsible for crisis management in the Computer Room at Information Technology both in the absence and presence of the Operations Supervisor. In this capacity, should a crisis arise, Lead Operators are responsible for assessing the crisis situation and then assigning employees to perform the tasks necessary to correct the problem. After the crisis subsides, the lead operator meets with the Section Manager and any of the engineers or computer room technicians involved to review and critique the situation. Lead operators serve as a crisis manager typically ten to fifteen times a year for the duration of the emergency.

Lead Operators also fill in for Operations Supervisors in their absence during vacations, sick days and on "sixth day" situations. Record evidence shows that Operations Supervisors work on a shift basis five days a week. Lead Operators are required to fill in for them on the sixth day. A Lead Operator may substitute for an Operations Supervisor in this capacity about forty to forty-five times a year. When a Lead Operator fills in for an Operations Supervisor, they have the authority to schedule employees, grant overtime, approve flex time, grant vacation time, assign work, and to make recommendations with respect to discipline for other Computer Room Technicians. Lead Operators acting in this capacity receive a higher rate of pay for the hours worked as a supervisor if there is a difference between their salary and that of the supervisor. Lead Operators also attend management level meetings when acting as an Operations Supervisor.

Based upon the foregoing, I find that the five Lead Operators in the Employer's Information Technology Department are supervisors within the meaning of the Act and are, therefore, excluded from the bargaining unit. Record evidence reveals that Lead Operators substitute for Operations Supervisor on a regular basis during vacations, sick days and

“sixth days,” constituting between 40–45 times per year. In this capacity, Lead Operators have all of the authority granted to the regular supervisor for whom they are substituting and are compensated at that supervisor’s higher rate of pay. Under these circumstances, I find that this substitution is not merely sporadic or insignificant, but rather, occurs on a regular basis. *Aladdin Hotel*, 270 NLRB 838 (1984); *Honda of San Diego*, 254 NLRB 1248 (1981). Additionally, record evidence shows that when serving in the capacity of crisis managers Lead Operators have the authority to direct all levels of employees. Lead Operators may serve in this capacity as many as fifteen times per year. The exercise of such authority is further indication of supervisory status, inasmuch as record evidence again shows this occurs not on a sporadic, but rather on a regular basis as many as 15 times annually. *Aladdin Hotel*, supra. Inasmuch as record evidence shows that Lead Operators spend a substantial portion of their working time performing supervisory tasks, and have authority to direct all levels of employees during crisis situations, I find that they are supervisors within the meaning of the Act and will not include them in the bargaining unit.

Based upon the foregoing, I find that the following unit is appropriate for collective bargaining purposes and direct an election therein:

All full time and regular part-time nonexempt salaried employees employed by the Employer at its East Chicago, Indiana facilities including the Indiana Harbor Works, 1414 Field Street, Hammond, Indiana; the Cline Avenue Warehouse, Fulton and 15th Street, Gary, Indiana; 3493 E. 83rd Place, Merrillville, Indiana and 30 W. Monroe Street, Chicago, Illinois, but excluding all temporary employees, co-op employees, nonexempt salaried employees of Inland Steel Industries, Inc; employees of Magnetic International Company; I/N Tek and I/N Kote employees; registered nurses working in the medical clinic; nonexempt salaried employees of the Process Automation department; employees of independent contractors; Luria Scrap Yard Company employees; Burnham Trucking Company employees; managers; exempt salaried employees and confidential employees, professional employees, guards and supervisors as defined in the Act.

APPENDIX I

<i>Employees</i>	<i>Job Title</i>	<i>Department</i>
Dianne Albert	Secretary, G.M.	Sales
Judy Brunson	Admin. Ass't., G.M.	Purchases & Energy
Catherine Dobrinich	Admin. Ass't., Controller	Finance
Theresa	Admin. Ass't., V.P.	ISHRO
Dorothy M. Fonte	Secretary, V.P.	Sales
Brenda Frederick	Secretary, G.M.	Engineering
Virginia Fuehrmeyer	Admin. Ass't., Mgr.	Maintenance
Sherry Gasparovic	Secretary, G.M.	HR
Mary Gugliuzza	Admin. Ass't., G.M.	Planning & Administration
Donna Hill	Secretary, G.M.	Systems
Monica Horks	Secretary, President	ISBC
Karen Kendzienski	Admin. Ass't.,	CR & Coat.
Arlene Kennedy	Secretary, G.M.	ISIP
Ruth Langan	Admin. Ass't., Pres.	ISFPC
Marilyn Learman	Secretary, Mgr.	Comp./Ben./Info Mgt.
Elizabeth Martinez	Secretary, G.M.	Sales E/W
Gloria Matej	Admin. Ass't., Dir.	Total Quality
Patricia Monanteras	Admin. Ass't., G.M.	Sales, ISBC
Betty Musielak	Admin. Ass't., V.P.	HR/Oper/Admin.
Cynthia Olejnik	Secretary, Mgr.	Trng/Pers. Svcs.
Consuelo Roque	Admin. Ass't.,	Outside Processing
Aria M. Schultz	Secretary, G.M.	Ops. Plng.
Carol D. Smith	Admin. Ass't.,	Technology
Katie Woods	Secretary, Mgr.	Industrial Relations
Maria Lopez	Secretary, Mgr.	General Acc't.
Janette Brown	Secretary	Cust. Tech. Svcs.
Barbara Roper	Secretary, Mgr.	Communications

APPENDIX II

Diana Joseph	Alma Ceniseros
Roberta Jacobs	Gayle Nunez
Kathy Vetter	Margaritia Varga
Owana Cheatham	Mary Patka
Hens Michalik	Mary West
Jane Baltes	Cindy Cunningham
Debbie Nau	Ann Hanchar
Gwendolyn Rubesha	Rosa Amaro
Brenda Jenkins	Helen Clark
Evearn Lemond	Beatrice Pryor
Graciela Diaz	Patricia Franco Howell
Janice Vamos	Barbara Kanosky
Claudia Pellar	